

# Terms and Conditions

This is the website of Mulvaney Construction Limited, company number 12768193, registered in the United Kingdom ("we", "our", or "us").

Our registered office is at 67 Como Road, London, SE23 2JL.

By visiting this website, you agree to the following terms and conditions.

## 1. Definitions

"Content" means the text, images, photographs, audio and videos that are encountered as part of your experience visiting this website or any other webpages that we control, including our social media pages.

"Intellectual Property" means intellectual property owned by us, of every sort, including Content, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today, together with all rights which are derived from those rights.

## 2. Intellectual Property

2.1. You agree that at all times you will:

2.1.1 not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it; and

2.1.2 notify us of any suspected infringement of our Intellectual Property.

2.2. So far as concerns any Intellectual Property made accessible by us to you, you will not copy, make any change to any part of it; or use it in any way not anticipated by this agreement or in our interest.

## 3. Disclaimers and limitation of liability

3.1. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

- 3.2. Content may include technical inaccuracies or typographical errors. We would be grateful if you bring any that you find to our immediate attention.
- 3.3. Our website may contain links to other websites over which we have no control. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website or from your buying services or goods via such a website.
- 3.4. This website is provided "as is". We make no representation or warranty that it will be: useful to you; of satisfactory quality; fit for a particular purpose; or available or accessible, without interruption, or without error.
- 3.5. We disclaim any obligation or liability to you arising directly or indirectly from information you take from this website.
- 3.6. We shall not be liable to you for any loss or expense that is an indirect or consequential loss, or an economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we reasonably might have known that you might incur it.

## **4. Miscellaneous matters**

- 4.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 4.2. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 4.3. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery. If delivered by hand, it shall be deemed to have been delivered on the day of delivery. If sent by post to the correct address, it shall be deemed to have been delivered within 96 hours of posting.

4.4. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.